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AGREEMENT

Between the

**Gilbertsville-Mount Upton
Central School District**

and the

**Gilbertsville-Mount Upton
Teachers' Association**

RECEIVED

DEC 27 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2000 to June 30, 2004

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ARTICLE I

Recognition

- A. The Board of Education of the Gilbertsville-Mount Upton Central School District recognizes the Gilbertsville-Mount Upton Teachers Association as the exclusive bargaining agent for all certified teachers, licensed teaching assistants, and the athletic director employed by the District excluding the Superintendent of Schools, the Assistant Superintendent, and the Building Principals.

Effective July 1, 1991, the positions of library-media specialist and director of guidance will become part of this bargaining unit.

Effective July 1, 1997, the position of Long Term Substitute Of At Least One Semester shall become part of the bargaining unit. Such employees shall be placed at step one of the salary schedule or at the start rate. The following Articles under this Agreement shall not apply to Long Term Substitutes Of At Least One Semester; VIII Retirement Incentive, IX Leaves of Absence (Sections B, D, F, G, and J), XIV Teacher Evaluation, XV Fair Dismissal, XVI Seniority, XVII Transfer Procedures, XX Teacher Employment Rights (Section B and F), XXIV Conferences, XXV Sick Leave Bank , XXVI Health Insurance (Section C) and XXVII Tuition for Employees' Children.

- B. Dues Deduction

Upon written authorization from the employee, regular deductions shall be made from the employee's salary to cover annual dues to the Association and its affiliates. Deductions shall be made from twenty (20) consecutive paychecks. Deductions shall be continuous, unless the employee signifies in writing he/she wishes to withdraw from the Association. The funds collected shall be turned over to the Association Treasurer at the end of each pay period.

- C. Agency Fee

The District shall deduct an amount equal to the amount in B. above in a like manner from any unit member who chooses not to join the Association, and transmit same to the Association.

ARTICLE II

Savings Clause

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such a provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE III

Negotiations

Procedures

The initial bargaining session will be arranged between the Superintendent and the Association President at a time and place mutually agreed upon.

The parties may call upon consultants to assist in preparing negotiations and to advise. The expense of such consultants shall be borne by the party requesting them. Any other conditions of negotiations are to be worked out by both parties at the initiation of negotiations.

ARTICLE IV

Grievance Procedure

It is the desire of the Board and the Association that all disagreements be resolved informally and/or at the earliest possible stage of the grievance procedure.

- A. Definition - A grievance is any complaint by any teacher or group of teachers with regard to any alleged violation of this Agreement or any dispute with respect to its interpretation or application.
- B. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or any member of the Administration against the aggrieved party, any party in interest, any representative, any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- C. The grievant or grievants shall be free to choose whomever he/she wishes to represent him/her at stages two and three of the grievance. The Association has the right to be represented at each of the above stages, and must be so notified of the proceeding.
- D. The following steps are to be used in pursuing a grievance:
 - 1. A teacher in the school system who has a grievance shall attempt to settle the matter informally with the immediate supervisor.
 - 2. If step one fails to provide an acceptable solution to the grievance, the aggrieved person with assistance from the grievance committee, if so desired, shall file with his or her immediate supervisor a written grievance stating the circumstances giving rise to the grievance and the specific provisions of the Agreement which have been violated. A written decision concerning the grievance shall be given to the aggrieved party by the immediate supervisor within five (5) working days after the receipt of the grievance from the aggrieved party.

Failure to file a written grievance within 60 calendar days of the occurrence of the claimed grievance event or the knowledge thereof, shall result in a waiver of all rights to pursue the matter under the provisions of the Agreement.

3. If Step 2 fails to provide a resolution to the grievance, the aggrieved party shall, within five (5) working days of the receipt of the immediate supervisor's decision, proceed to the Superintendent's level by filing a copy of the written grievance with the Superintendent. Within five (5) working days of receipt of the grievance, the Superintendent shall schedule a hearing of the situation. Within five (5) working days of the hearing, the Superintendent will render a written decision and copy the Association President.
4. If the grievance cannot be settled at Step 3, the Association will have five (5) working days to file a written request for a hearing before the full Board of Education. The Board shall schedule a hearing within five (5) days of the receipt of said request. Said time limit may be extended by mutual consent of the Association and the Board.

The Association shall have the right to call and examine witnesses, and to present such documentation as it believes necessary at this hearing.

The Board shall render its decision within seven (7) working days after the hearing. However, if more time is needed by the Board to render a decision, additional time may be taken -- up to a total of fifteen (15) working days after the hearing date.

5. Arbitration - If the Association is not satisfied with the decision at Step 4, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) working days of the decision at Step 4.

Within five (5) working days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing or, if oral hearings have been waived, then from the date final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions of the issues.

The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon all the parties.

The costs for the services of the arbitrator will be borne equally by the Board of Education and the Association.

- E. The Board and the Association agree to facilitate any grievance investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning an alleged grievance.

ARTICLE V

Assignment Of Chaperones

- A. The District shall give all teachers an opportunity to sign up for specific chaperoning duties. This will be done by notifying each teacher of opportunities to chaperone at least one (1) month prior to an event. Should this be made impossible by way of untimely schedule changes, the obligation of notification to all teachers may be waived. Teachers who wish to chaperone specific events must notify the administration of their desire in writing within one (1) week of receipt of written notification of the chaperoning opportunity. If more teachers than the needed number of chaperones requested by a specific chaperoning opportunity, and all relevant qualifications are equal, then the most senior teacher shall be given the assignment.
- B. If two (2) weeks prior to the event no teacher has requested the chaperoning responsibility, then the Administrator will assign teachers on a rotating basis from teachers who have not volunteered for any chaperoning duties.
- C. Should a teacher be unable to fulfill a chaperoning assignment, the teacher shall notify the Administrator as to the nature of difficulty as soon as practicable. The teacher involved shall assist the Administrator in locating a satisfactory replacement.
- D. Advisors of any co-curricular organization or class who organize an event for their organization, e.g. dance, fund-raiser, after-school activity, will not receive additional pay as a chaperone. The advisor is to organize and supervise the function as part of their responsibilities as the advisor. Additional chaperones who are paid for the event will be responsible for the chaperoning duties.
- E. The appropriate building level Principal of the event taking place will determine the number of chaperones necessary for events taking place at the school.
- F. A chaperone for any of the events listed below will be paid at the following per hour rates up to the listed maximum.

Dances

Athletic Events including spectator buses

Musical Events (pageants, concerts, etc.)

Plays

Year	Per Hour Rate	Maximum
2000-01	\$10.50	\$52.50
2001-02	\$11.00	\$55.00
2002-03	\$11.50	\$57.50
2003-04	\$12.00	\$60.00

- G. The District will compensate staff chaperones of pre-approved overnight functions, including advisors, at the rate of \$70.00 per night. When returning from an overnight trip any hours after 12:00 noon on the return day, will be compensated at the hourly rate listed in Section F above, up to maximum amount specified in Section F.
- H. Compensation for these duties shall be made not later than the second pay period following the completion of a duty, provided that the appropriate paperwork has been received by the District not later than five (5) days prior to the end of the second pay period. Said compensation shall be listed as a separate line item.
- I. The parties agree to develop a position description for chaperones. Once mutually acceptable position descriptions are developed they will be signed by the Superintendent and the Association President and made part of the teacher handbook.

ARTICLE VI

Co-Curricular and Extra Duties

A teacher who has acted as the advisor for an extra-curricular activity shall be considered a candidate for the same appointment for the subsequent year, unless they have notified the District that they do not wish to be considered for such appointment. It is understood by the parties to this agreement that all appointments to advisorships are made by the Board of Education on a yearly basis.

The parties agree to create a committee with members assigned by the Superintendent and the President of the Association to review paperwork requirements for advisors, and to make recommendations with respect to financial reporting and record keeping.

	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
Yearbook	802	836	871	908
7th Grade Advisor	182	190	198	207
8th Grade Advisor	218	227	237	247
Freshman Advisor	254	265	276	288
Sophomore Advisor	876	913	952	992
Junior Advisor	1,020	1,063	1,108	1,155
Senior Advisor	1,164	1,214	1,266	1,319
Cheerleading - Varsity	802	836	871	908
Cheerleading - Junior Varsity	802	836	871	908
Drama Director (per production)	619	646	673	702
Marching Band	1,500	1,564	1,630	1,699 1,700
Extra Chorale	656	684	713	743
Colorguard	619	646	673	702
Honor Society	291	303	316	330
High School Student Council	729	760	792	826
Odyssey of the Mind (per team advisor)	511	533	555	579
Safety Patrol (per team advisor)	291	303	316	330
SADD	291	303	316	330
Musical Director (per musical)	1,000	1,043	1,087	1,133
National Junior Honor Society	212	221	230	240
7/8 Grade Advisory Council	389	405	423	441
Jazz Band	754	786	819	854
French Club	283	295	307	320
Spanish Club	283	295	307	320
Elementary Student Council	350	365	380	397
Mock Trial	450	469	489	510

Driver Ed Teacher (per hour) \$24.88
(for the term of agreement)

Compensation for these duties shall be made not later than the second pay period following the completion of a duty provided that the appropriate paperwork has been received by the District not later than five (5) days prior to the end of the second pay period. Said compensation shall be listed as a separate line item.

ARTICLE VII

Coaching Salaries

	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
Soccer - Varsity	2,079	2,167	2,259	2,355
Soccer - Junior Varsity	1,603	1,672	1,743	1,817
Cross Country	1,821	1,899	1,979	2,063
Basketball - Varsity	2,673	2,787	2,905	3,028
Basketball - Junior Varsity	2,039	2,126	2,216	2,310
Wrestling	2,673	2,787	2,905	3,028
Baseball - Varsity	2,020	2,106	2,196	2,289
Baseball - Junior Varsity	1,136	1,185	1,235	1,287
Softball - Varsity	2,020	2,106	2,196	2,289
Softball - Junior Varsity	1,136	1,185	1,235	1,287
Track	1,305	1,361	1,419	1,479
Modified Basketball - Boys	1,457	1,519	1,584	1,651
Modified Basketball - Girls	1,457	1,519	1,584	1,651
Modified Softball - Girls	1,028	1,072	1,117	1,165
Modified Baseball - Boys	1,028	1,072	1,117	1,165
Modified Soccer - Boys	1,028	1,072	1,117	1,165
Modified Soccer - Girls	1,028	1,072	1,117	1,165
Modified Wrestling	1,457	1,519	1,584	1,651

B.	Athletic Director	2,750	2,867	2,989	3,116
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Compensation for these duties shall be made not later than the second pay period following the completion of a duty provided that the appropriate paper work has been received by the District not later than five (5) days prior to the end of the second pay period. Said compensation shall be listed as a separate line item.

C. A teacher who has coached a particular sport shall be considered a candidate for the same appointment for the subsequent year, unless they have notified the District that they do not wish to be considered for such appointment. It is understood by the parties to this agreement that all appointments to coaching duties are made by the Board of Education on a yearly basis.

ARTICLE VIII

Retirement Incentive

A. Effective July 1, 1994, any bargaining unit member who retires from teaching during his/her first calendar year of eligibility for a full pension under the provisions of the appropriate Tier in the New York State Teachers Retirement System and who has taught in the District for at least fifteen (15) years shall receive an amount of \$15,000. The unit member must submit an irrevocable letter of resignation at least six months prior to the effective date. During the 1994-95 year only, any unit member who is beyond his/her first calendar year of eligibility for a full retirement pension, shall be afforded the opportunity to receive this incentive under the same conditions as heretofore described.

	'03	03-04
ASST VARSITY TRACER	\$726 ⁷	726.70
MODIFIED TRACK	\$726	726.70

- B. The above will be paid between July 1 and December 31 of the calendar year in which the employee leaves the employment of the District.

ARTICLE IX

Leaves Of Absence

A. Sick Leave

Sick Leave shall be granted at the rate of sixteen (16) paid days per school year, accumulative to two hundred ten (210) days for personal illness, injury, family illness, or personal leave. Any individual who has reached the maximum of two hundred ten (210) days will have the first sixteen (16) days the following year subtracted from the new allocation of sixteen (16) days before the two hundred ten (210) is assessed. Days used for this purpose will be subtracted from the total designated for the school year in progress.

Four (4) days per year of the above accumulation may be used by the unit member for personal business leave. Prior notice shall be given to the building administrator as soon as the employee is aware of the need for the day, but in no case later than twenty-four (24) hours in advance of the date to be taken, except in emergency. Personal business leave shall be allowed for the performance of personal business which can not be scheduled outside of regular school hours, such as court dates, house closings, emergency household problems, college graduations, and travel to and from same, etc.

The unit member will be allowed an additional number of personal days per year subject to the approval of the Chief School Officer.

No personal business leave may be taken on the day prior to or the day succeeding a vacation or holiday unless the individual can show that the day is necessary. The District agrees that the form for personal leave use will not be changed in regards to requesting reasons for use of personal leave.

B. Long Term Leave

Unit members may be granted long term leave, without pay, for up to two (2) years. The individual is guaranteed the right to return to the same position or similar.

C. Association Leave

The Association has four (4) paid days to be used at the discretion of the Association for the purpose of conducting Association business. These days may be used in one-half (1/2) day increments.

D. Parental Leave

An employee may be granted a parental leave of up to one (1) year for the purpose of bearing or raising his/her child. Notification shall be made in advance to the Superintendent, at least two (2) months prior to the leave; however, the Superintendent will waive this requirement in emergency situations.

All benefits to which an employee was entitled at the time the leave of absence started will be returned to the employee at the end of the leave. The employee will be assigned to the same or similar position which was held at the time leave started unless the position has been eliminated in which case the employee will be treated in a like manner to that which he/she would have been treated had he/she been actively employed. An employee who returns from leave will be placed on the same level of the salary schedule the employee was on when the leave started, except that a teacher having worked at least twenty (20) weeks in the school year in which the leave started shall be placed on the next step of the salary schedule.

The employee will have the option of paying for his/her own health care, under the current school plan, while on leave.

E. Pregnancy/Disability Leave

The employee may use those days necessary as approved or directed by his/her physician and deduct same from the individual's accumulated sick leave.

F. Sabbatical Leave

1. Sabbatical leave may be granted to an employee who has served at least seven (7) years (including time in the predecessor Districts) in the District and who seeks the leave for professional growth.
2. The employee will receive either one-half (1/2) pay for a full years' leave or full pay for one-half (1/2) years' leave.
3. One employee may be on leave at a time.
4. The employer will file a brief Statement of Purpose.
5. The employee will guarantee to return to the District for two years.

G. Civil Service

Any employee who is elected to a public office will be granted leave without pay and benefits. Any employee who is called to serve on a Jury Duty shall receive full pay and benefits. Compensation beyond mileage and meals shall be signed over to the District. If jury duty ends in time to allow the teacher to return to school by lunch time, the teacher will return.

H. Long term absences of twenty (20) days or more shall be covered by term substitutes.

I. All leave notification and requests shall be submitted in writing except sick leave.

J. Returning from a Long-Term Leave

1. Upon return from a long-term leave, the teacher will be compensated at a rate equal to the salary received at the commencement of the leave plus an increase due for the upcoming school year and will regain all accumulated benefits which

has accrued to him/her prior to such leave. The salary rate to be paid shall not include any increase which would have been payable for the year in which the leave was taken.

2. Teachers planning to return from an extended leave shall give notice of intent to return by March 22 of the preceding school year.
3. In order to avert disruption of the educational program, teachers shall return at the beginning of a semester.

K. Attendance Incentive

An incentive will be paid to teachers each school year who have excellent attendance. Personal Business Days, Personal Illness Days and Family Illness Days will be included for the computation of this incentive. The payment will be made at the end of the school year, after certification of attendance can be made. The following incentive schedule will be implemented:

<u>Days Used</u>	<u>Incentive</u>
Zero (0) days	Two Hundred Dollars (\$200)
One (1) day	One Hundred Fifty Dollars (\$150)
Two (2) days	One Hundred Dollars (\$100)

ARTICLE X

School Calendar

- A. If the Association has suggestions to make in regard to the school calendar, these suggestions will be discussed with the Superintendent. The final adoption rests with the Board of Education.
- B. The total number of scheduled days shall not exceed one hundred eighty-six (186) days.
- C. The total number of days teachers will be required to be in attendance shall not exceed one hundred eighty-three (183), unless mandated by the State Education Department. Should the State Education Department mandate additional days each day shall be paid at 1/200.

If two snow days remain unused as of the Memorial Day weekend, one of the unused days will be added to the Memorial Day holiday. Choice of the day to be used will be at the discretion of the Superintendent.

- D. A tentative master schedule for the next school year will be provided to unit members on or before June 15th of each year.
- E. The District will provide one half day of unassigned time at the end of the school year for any elementary teacher who has been assigned to a new grade level assignment or who is being moved to a new classroom for the following year. An effort will be made to provide for unassigned time at the end of the school year for all elementary teachers for the completion of required paperwork, packing, cleanup of classrooms, etc. Choice of

such time will be at the discretion of the building principal. To the extent possible, advanced notice of the date of the time in question will be given.

ARTICLE XI

Work Day

- A. The work day shall be seven hours and fifteen minutes in length, including lunch.
- B. Teachers shall remain on duty after student dismissal at least until 3:15 p.m. It is understood and agreed that an integral part of professional responsibilities is to provide adequate time after school for student conferences, parent conferences, staff meetings, extra academic help for students and preparation for the next day's teaching schedule. By special permission from the Superintendent or his/her delegate, a teacher may leave the school grounds for the day before 3:15 p.m. With the approval of the Superintendent, the dismissal time on Friday may be earlier.
- C. A "flexible shift" (i.e. starting earlier/later and ending earlier/later) may be utilized if it is mutually consented to by the District, the Gilbertsville-Mt. Upton Teachers' Association, and the teacher(s) involved. Such a change would not result in either a shorter or longer workday and would be a voluntary choice on a yearly or semester basis. Only tenured personnel may work under a flexed schedule. Flexed schedules will be only Monday through Friday.

ARTICLE XII

Teaching Load

- A. Elementary

Each elementary teacher shall have at least forty (40) minutes of duty free time per day from assigned duties, exclusive of lunch time.
- B. Secondary

Each secondary teacher shall have at least one (1) duty free period per day, exclusive of lunch time.
- C. The District will guarantee at least thirty (30) minutes duty free lunch beginning September 1, 1991.
- D. Under a 7-12 block or semestered schedule, it is agreed that a teacher assigned four (4) full period academic assignments on each day will receive a \$500 stipend for each semester so assigned. A teacher assigned to an alternating day schedule of four (4) full period academic assignments and three (3) full period academic assignments will receive a \$250 stipend for each semester so assigned. For purposes of this provision, it is understood that an academic assignment does not include study halls or other activities for which no academic credit is granted or formal lesson plans are not required. Full three/four and four/four period assignments will be by mutual consent of the teacher and Administration.

ARTICLE XIII

Mentor/Intern

A committee consisting of two (2) people from the District and two (2) people appointed by the Association shall develop mentor/intern language which shall be presented to the parties for ratification.

ARTICLE XIV

Teacher Evaluation

- A. A probationary employee will have at least two (2) formal classroom evaluations per year and one (1) year end review.
- B. Tenured employees will have at least one (1) formal classroom evaluation per year and one (1) year end review.
- C. Each formal evaluation will be forty (40) minutes or one (1) class period in length.
- D. Any monitoring or observation of the performance of an employee will be conducted openly and with the full knowledge of the employee.
- E. The observation/evaluation instrument will be mutually developed by the District with input by the Association by July 1, 1998.
- F. At least two (2) weeks will transpire between observation/evaluation.

ARTICLE XV

Fair Dismissal

After two full years of service, no teacher shall be dismissed except for just cause.

ARTICLE XVI

Seniority

Seniority for each employee shall be established as actual continuous years of service, or portion thereof, exclusive of Board approved leaves without pay.

ARTICLE XVII

Transfer Procedure

- A. Request for Transfer

Should a vacancy occur within the District, any staff member who is certified for the position, or capable of becoming certified by the time of the commencement of the opening, shall have his/her transfer request considered. Should more than one (1) teacher within the District apply for an opening with all other qualities being equal, consideration shall be given to the teacher with the longest seniority.

B. Statement of Involuntary Transfer

When a teacher is to be transferred within the District or will be affected by any basic schedule change within his/her tenure area, the staff member will be assured that as a part of the decision-making process, they will be granted an interview for discussion of the change.

C. Posting

The Superintendent shall post any information concerning openings within the District.

ARTICLE XVIII

Teacher Personnel Files

- A. A single "personnel file" for each teacher will be maintained in a single location.
- B. Any member of the bargaining unit shall have the right upon request, to review his/her personnel file.
- C. Any member of the bargaining unit may elect to have a person of his/her choice accompany him/her and witness such review.
- D. Upon request, a copy of any material in the personnel file will be provided to the employee without charge.
- E. Any material which is relevant to the employment status of the employee, must be placed in the personnel file or it cannot be considered part of any future evaluation.
- F. Any derogatory material placed in the personnel folder must be inserted within sixty (60) days of said event or act, or knowledge thereof.
- G. Before the record of any complaint by a parent or by a student is placed in the personnel folder, the teacher shall be afforded the opportunity to confront the complainant and to reply to same.
- H. No material derogatory to a teacher shall be placed in the personnel folder prior to review by the teacher. The teacher will initial the document to indicate only that he/she has seen it. The teacher may write a reply to said material and it will be attached to the original derogatory material prior to its placement in the folder.
- I. The material in the personnel file will be kept up-to-date and will be the basis for all decisions concerning employment status.
- J. Items concerning personal or private matters having no bearing on the employee's role as a teacher will not be placed in the personnel file.
- K. Materials will not be removed from the personnel file without the express written consent of the teacher and the administrator, unless said material is proven to be false or irrelevant.

ARTICLE XIX
Health Responsibilities

- A. Upon request by the Board, any teacher may be asked to have a physical and/or psychological examination. The expense of such examination will be paid by the Board.

B. Student Medical Problems

Individual teachers will be notified of a student's critical health problem. The knowledge will be held in confidence.

ARTICLE XX
Teacher Employment Rights

- A. Teachers will remain harmless from financial loss, including reasonable attorney's fees, arising out of any claim, demand, or suit or judgment. These costs will be covered by the District if the teacher was acting within the scope of his/her employment. Teachers will be granted days of absence with pay in any legal proceedings connected to their employment by the District.
- B. Whenever a teacher is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment and receives Worker's Compensation payments for such absence, he/she will be paid his/her full salary up to, if necessary, a six (6) month period (less the amount of any Workers' Compensation payments made in lieu of salary due to said injury). The School District shall be reimbursed from the teacher's Workers' Compensation Award. The teacher will not be required to use sick leave for this purpose.
- C. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in any of its activities.
- D. Teacher compliance in a competency based teacher education program will be only with the consent of the Association and the teacher(s) involved.
- E. Regular teachers shall not be expected to assume substitute teacher duties except in emergency situations and only with the teacher's consent.
- F. Whenever possible each non-tenured employee will be given a declaration of intent by April 1 by the District as to whether they will be continued in employment or dismissed.
- G. The Student Handbook will be available by September 1, 1991. Three (3) copies of the Board of Education Policies shall be in each building, one (1) in the office, one (1) in the faculty room and one (1) in the library.

ARTICLE XXI
Mainstreaming

Where a pupil with a handicapping condition is mainstreamed, the teacher shall be afforded all appropriate and necessary support.

ARTICLE XXII

Revision Of Requisitions

Teachers will be notified of any proposed revision of the requisitions. Efforts will be made by the administrator to discuss any needed revisions, but any deletions will be at the discretion of the administrator.

ARTICLE XXIII

Positive Communications

Before any major educational change affecting the professional staff takes place, the Superintendent will consult with the President of the Association and/or the teacher or teachers affected, in order that the teacher involved may present his/her views or the views of training personnel in the area involved.

If an emergency situation arises, and the President of the Association and/or the teacher or teachers affected are not available, a certified letter stating the general nature of the decision or impending decision will be sent to the last known home address of the Teachers' Association President as soon as practicable.

ARTICLE XXIV

Conferences

- A. Each teacher may be allowed up to four (4) education days per school year if authorized by the Superintendent.
- B. Monies will be placed in appropriate sections of the budget to cover conference requests.
- C. Each teacher will be reimbursed no more than thirty dollars (\$30) per conference day as per submitted bills. The District will pay registration fees, housing, and transportation above the dollar amount.
- D. The District reserves the right to restrict the number of staff on conference on any one day.

ARTICLE XXV

Sick Leave Bank

- A. A Sick Bank shall be maintained. Any teacher covered by the terms of this Agreement may elect to participate.
- B.
 - 1. The Committee to review and approve or deny requests for the use of the Bank shall consist of two (2) members. One (1) will be chosen by the President of the Board of Education and one (1) will be chosen by the President(s) of the Gilbertsville-Mount Upton Teachers Association.
 - 2. The school physician and the teacher's physician may be present at such meetings to provide additional input to assess the need for sick leave.

3. In the event that the Sick Bank Committee cannot reach an agreement on the disposition of a case, a neutral and mutually agreeable community member will be selected by the two (2) members on the Committee to participate in the decision making process.
 4. The neutral party will not become a permanent member of the Committee. Also, the same neutral individual may be utilized more than once if mutually agreeable.
 5. The appointments of the two (2) Committee members shall be made and made public by September 15 of each school year.
 6. An alternate faculty member and Board member shall be appointed each school year by the respective Presidents, as in B.5. and will serve in the event of a possible conflict of interest or if the original appointee is unavailable and an immediate decision must be made.
- C.
1. The Sick Bank shall have a ceiling of three hundred (300) days except as noted in Section C.2.
 2. New teachers and teachers who have not previously participated may gain membership by contributing two (2) days to the Bank within the first thirty (30) days of their employment or the first thirty (30) days of the school year, whichever comes first. These days will be accepted by the Bank regardless of the total number of days in the Bank. No teacher may contribute more than two (2) days per school year to the Bank. Days in excess of three hundred (300) will be held in escrow until the Bank is depleted enough to utilize them.
 3. Teachers who have not contributed any days to the Bank will be ineligible to withdraw days from the Bank.
 4. Days contributed to the Sick Bank will be deducted from that member's sick leave total and become a permanent part of the Sick Bank's days. Therefore, these days will not be used when computing such items as retirement bonus, severance pay, etc.
 5. The School District will not contribute days to the Sick Bank. Only teachers will contribute sick days to the Bank.
 6. Once days have been contributed to the Bank, they will not be credited to individual personal usage for the contributors.
 7. If a teacher has donated two (2) days per year to the Bank and the Bank is at the maximum of three hundred (300) days, the participating teachers, although not contributing more days, remain in good standing. Such teacher will again donate days when the Bank is below three hundred (300) days. This will be done according to seniority. The teacher with the least seniority will donate first and so on.

- D.
1. To qualify for this benefit, a teacher must have exhausted all of their accumulated sick leave and then file a statement with the Sick Bank Committee. This statement must include the following:
 - a) Nature of the condition;
 - b) Probable duration of absence;
 - c) Supportive statement from physician.
 2. Whenever possible, Sick Bank days will be requested within ten (10) working days prior to the use of the Bank.
 3. The Sick Bank Committee will provide each applicant with a written response to their request in regard to the Committee's approval or disapproval. A copy of this response shall be furnished to the Board of Education and the President(s) of the Teachers' Association. Such information will be kept confidential.
 4. The decision of the Committee will not fall under the scope of the Grievance Procedure.
 5. If a teacher is unable to make application for Bank days due to illness, etc., they may have a representative apply on their behalf.
 6. Further medical evidence may be required by the Committee at appropriate intervals.
- E.
1. The Sick Leave Bank will be used as a supplement to Worker's Compensation, disability insurance, income protection insurance or any insurance plan designed to reimburse the employee for loss of pay as the result of serious illness. The combined total of the insurance plan and Sick Leave Bank cannot exceed the total daily rate of an employee.
 2. The Sick Bank Committee shall have the authority to investigate and require additional information, including doctor's statements, should this information be deemed necessary in order to reach a conclusion as to the granting of sick leave days.
 3. Days drawn from the Sick Bank by a teacher may not be extended beyond the last work day in June of a given school year.
- F.
- The Superintendent shall give to the Association and School Board Presidents a written accounting of the Sick Bank status by October 1 of each school year. The accounting shall include the days contributed for the current school year. Sick days for the next school year must be added to an individual's accumulative sick leave before days to the Sick Bank can be subtracted.
- G.
- If a teacher resigns before the end of a given school year, the days contributed to the Sick Bank remain frozen in the Bank. These days may be used by the remaining participants.

- H. The maximum number of days that may be drawn from the Sick Bank during a given school year cannot exceed the maximum three hundred (300) days.
- I. In the event that the Sick Bank may be discontinued, the number of unused days accumulated in the Bank shall remain in the Bank until exhausted and no further contribution of sick leave days will be accepted.

ARTICLE XXVI
Health Insurance

- A. Health insurance coverage for all teachers will be Blue Cross/Blue Shield Supreme Blue 44 (includes \$100/200 deductible major medical) or comparable coverage as agreed to by the parties. Unit members shall pay \$7.00 per month of the individual health insurance premium. Unit members who opt for family coverage shall pay 10% of the family premium per month plus \$10.00 per month.
- B. The District will provide one hundred percent (100%) of the individual premiums and fifty percent (50%) of the family premiums for Blue Shield Plan A, Basic, Supplemental Basic, Periodontics, Prosthetic and Orthodontic dental insurance for each employee and his/her dependents. The parties shall establish a committee to review the current dental plan and to explore alternatives, with the aim of finding a new plan which provides comparable or better coverage on a cost effective basis. The committee shall consist of six members, three appointed by the Association and three by the Superintendent, and shall meet to set an agenda and time table during the month of November, 1998.
- C. Any unit member who retired prior to September 1, 1990 shall have his/her health insurance premiums paid at the percentage being paid as of this date. Any unit member retiring on or after September 1, 1990 shall have his/her health insurance premium paid at fifty percent (50%) for the individual and thirty-five percent (35%) for the family plan.

At age sixty-five (65) the District ceases to pay the health premiums for the District insurance and instead pays the Medicare Supplement premiums. If by so doing the amount of money spent by the District is less than the amount the District would have spent on that person's health insurance premiums for the District insurance, the premiums for the Medicare Supplement will be paid in full. If the amount necessary to pay for the supplement is greater than the amount necessary to pay the health insurance premiums, then the individual will pay the difference.

- D. Medical Plan Option
 - 1. All unit members who are eligible for and members of the District health insurance plan as of May 1, 1997, shall have the option of dropping the health insurance coverage provided by the District and will receive \$1,000 annually. Such payment shall be prorated in accordance with the unit member's FTE.
 - 2. All new unit members who meet the criteria and who elect not to take the health insurance coverage will also be eligible for said payment.
 - 3. Notification for requesting this option must be given in writing and proof of alternate coverage must be provided to the Superintendent/ designee by April

30th or upon the date of hire for new unit members. The proof of alternate coverage must, where applicable, include the acknowledgment by the employee's spouse that they concur with the election of this option.

4. Payment will be issued in the last pay period in June or upon the unit member's separation from the District. The payment shall be pro-rated if less than a full year of employment.
 5. If a unit member wishes to change his/her option, written notice must be given to the Superintendent/designee by April 30th, regardless of the date of hire, and said change will be effective as of July 1st of the succeeding fiscal year if the criteria of the health insurance plan is met and approved.
 6. A unit member who loses coverage under a spouse's insurance will, upon proof of said loss to the Superintendent/designee, be allowed re-entry into the insurance program. Re-entry will be as soon as possible within the rules of the carrier. The payment will be on a pro-rated basis if re-entry is in the same year the plan was dropped.
 7. Any requests which jeopardize the health insurance plan will be refused.
- E. Where two spouses are employed by the District, they must opt for either one family plan or two individual plans if they have no other dependents. If they have dependents and carry one family plan, they will receive a payment equal to half of the buyout amount or an amount equal to the value of the coordination of benefits as calculated by the carrier, whichever is less.

ARTICLE XXVII

Tuition For Employees' Children

Any unit member may enroll his/her child (children) in the District tuition free subject to Board of Education policy on non-resident students.

ARTICLE XXVIII
Salary

*for rank 02-03
use 01-02 salary*

<u>Step</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>	<u>2003-2004</u>	<i>04-05 15</i>
1					
2	27,000	28,000			
3	27,575	28,425	29,250	30,100	1
4	28,459	29,000	29,675	30,493	2
5	29,552	29,884	30,100	30,936	3
6	30,396	30,977	30,675	31,379	4
7	30,716	31,821	31,559	31,979	5
8	31,063	32,141	32,652	32,900	6
9	31,470	32,488	33,496	34,040	7
10	31,794	32,816	33,816	34,920	8
11	32,199	33,219	34,163	35,253	9
12	32,839	33,624	34,570	35,615	10
13	33,697	34,264	34,894	36,039	11
14	34,554	35,122	35,299	36,377	12
15	35,412	35,979	36,797	36,799	13
16	36,433	36,837	37,654	38,361	14
17	37,295	37,890	38,512	39,254	15
18	38,475	38,787	39,565	40,149	16
19	39,194	40,014	40,462	41,247	17
20	40,061	40,762	41,689	42,181	18
21	40,928	41,663	42,437	43,461	19
22	41,828	42,565	43,338	44,240	20
23	42,928	43,501	44,268	45,180	21
24	43,833	44,645	45,241	46,149	22
25	44,739	45,586	46,431	47,164	23
26	45,645	46,528	47,410	48,404	24
27	46,585	47,470	48,389	49,425	25
28	47,458	48,448	49,369	50,446	26
29	48,362	49,357	50,386	51,467	27
30	49,496	50,297	51,331	52,527	28
31	50,405	51,476	52,308	53,512	29
32	51,313	52,421	53,535	54,532	30
33	52,224	53,365	54,518	55,810	31
34	53,134	54,313	55,500	56,835	32
35	54,043	55,259	56,485	57,858	33
36	54,952	56,204	57,469	58,886	34
37	55,860	57,150	58,452	59,912	35
38			59,436	60,937	36

- A. Unit employees on steps 1 through 9 as of June 30, 2000 will move two steps on the salary schedule for the 2000-01 work year, and step 1 will be covered up on the schedule (step 2 will become the entry level salary). For the 2002-03 work year, provide that unit employees on steps 1 through 12 as of June 30, 2002 will move two steps on the salary schedule for the 2001-02 work year, and step 2 will be covered up on the schedule (step 3 will become the entry level salary).

- B. All past, present, and future graduate hours will be paid at forty dollars (\$40) per hour, as earned. All credits earned after July 1, 1991 must be approved by the Chief School Officer. Graduate hours earned after July 1, 2000, which are over and above the Masters Degree or credit hours required for permanent certification, will be paid at \$60 per hour.

In the alternative, a permanently certified unit member may request payment of 80% of tuition costs for graduate hours earned over and above the Masters Degree or credit hours required for permanent certification. Up to two graduate courses per year may be approved for such payment. For graduate hours for which this option is requested, no salary payment shall be made and the employee agrees to continue in the employment of the District for a period of 2 years following payment for such hours. Failure to complete the 2-year employment obligation will result in payment back to the District of any tuition reimbursement received. Such payment may be deducted from the employee's final paycheck. This option will only apply for graduate course work which was taken after July 1, 2000. The repayment obligation will not apply if the employee is laid off, terminated or retires with a disability during the 2-year employment obligation period, unless recalled within 12 months of the effective date of the lay off.

July 1 -
June 30

- C. Each graduate degree shall be paid an additional three hundred dollars (\$300).
- D. Longevity

10 years - \$500
15 years - \$500
20 years - \$500
25 years - \$500
30 years - \$500

Longevity refers to years of service in the former Mount Upton and Gilbertsville School Districts and the Gilbertsville-Mount Upton Central School District. Effective January 1, 2001 longevity payments will be made based on the unit member's anniversary date. That is, the payment will be made effective with the employee's anniversary date and will be pro-rated if such date falls during the employment year.

ARTICLE XXIX
Licensed Teaching Assistants

Licensed Teaching Assistants will be paid as follows:

2000-01	\$13,921 plus \$50 per full year of District service
2001-02	\$14,478 plus \$50 per full year of District service
2002-03	\$15,057 plus \$50 per full year of District service
2003-04	\$15,660 plus \$50 per full year of District service

ARTICLE XXX
Inservice Credit and Curriculum Development

- A. Compensation for approved curriculum work will be paid at the rate of \$90.00 per day. Such payment will be for a seven hour work day with ½ hour for lunch. If such work is determined by the agency involved with the training to be allowed to be credited towards inservice or credit hours, then the District will not pay this as subject to the provisions of section B of this Article. The per day rate for approved curriculum work will be increased as per the following;

Effective July 1, 2001	\$100 per day
Effective July 1, 2002	\$110 per day
Effective July 1, 2003	\$120 per day

- B. Thirty (30) hours of District approved inservice time will be credited as one graduate credit hour of study. Credit will be given for full courses only. This is for inservice training which takes place outside of the regular teacher work day.

ARTICLE XXXI
Fellowships

The Superintendent is authorized to approve one-time payments for projects proposed by unit members that enhance the educational program of the District. In order for a project to be considered for such payment, it must first be reviewed and recommended by a committee of four (4) faculty members. Two (2) members of the committee will be chosen by the Association President and two (2) by the Superintendent of Schools. Such payments may be up to \$1,000 per approved employee and/or project. Final approval of such projects and the amount of the stipends shall be at the sole discretion of the Superintendent. Any such stipend will not be added to the employee's base salary. Fellowships will be awarded on an annual basis and payment of the stipend will be made in the last pay period of the year for which they have been awarded.

ARTICLE XXXII
Use of Personal Vehicle

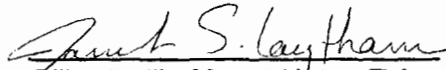
Should a unit member be required to use his/her personal car in a school activity the District will compensate the individual at the current IRS rate.

This agreement is retroactive to July 1, 2000.



Chief School Officer

Date: 9/24/01



Gilbertsville-Mount Upton T.A.
President

Date: 9/11/01

SIDE LETTER OF AGREEMENT

Between Gilbertsville-Mt. Upton Central School District
-and-
Gilbertsville-Mt. Upton Teachers' Association

As part of the settlement for the 2000-04 Collective Bargaining Agreement between the Gilbertsville-Mount Upton Central School District and the Gilbertsville-Mount Upton Teachers' Association, the parties agreed to the following side letter. It is understood that this letter is effective only for the time period specified and is not part of the body of the Agreement. This side letter is being attached to the 2000-04 Agreement. The side letter will not continue as an attachment to any successor Agreement.

For the 2000-01 and 2001-02 school years only the parties agree to the following modification of the retirement incentive found at Article VIII of the Agreement.

Any bargaining unit member meeting all the duty and notice requirements of the retirement incentive provision under Article VIII will be eligible for a payment of \$17,000, provided that he or she retires on or before June 30, 2002.

Any bargaining unit member who meets the service requirement under Article VIII, but has passed the date of eligibility based on failure to retire within the first year of eligibility for a full pension under the rules of the TRS, will be eligible for a payment of \$15,000, provided that he or she retires on or before June 30, 2002. For retirements under this provision which are effective on or before June 30, 2001, an irrevocable notice of retirement must be received prior to June 15, 2001. For any retirement effective on or before June 30, 2002, but after June 30, 2001, irrevocable notice of retirement must be submitted to the District at least six months in advance.